Form 392 Rev

NATIONAL HOSPITAL ASSOCIATION

Case No. 1239 A-1

733 S. W. Third Avenue, Portland 4, Oregon

Year 19 52

HOSPITAL'S ADMITTANCE NOTICE

_____ 19 _____ 19 _____

TO THE HOSPITAL — This form is for your convenience in notifying the National Hospital Association when admitting a patient who requests that his her account be charged to the Association. Answer all questions fully and mail your report to the Association immediately on the patient's admittance, on receipt of which you will be promptly advised. (See important information on reverse side.)

1. Patient's Name LARSEN, Frank C. (Full Name) Soc. Sec. No. _____ Age _____

2. Home Address Box 56, Grays River, Wn. Employed by Sehmans Logging

3. Date Admitted 5/6 Hour _____ ☐ A.M. ☐ P.M. Attending Doctor or Doctors Blair Holcomb, Wray Johns (Full Name)

4. For what condition has patient been admitted? Diabetis - 2d admittance See Mar 28

5. Is patient's condition serious? _____ 6. Is surgery required? _____

7. What is patient's admittance history — If injured where did it occur? (Give particulars) _____

8. What is approximate time patient will be required to remain in the hospital? _____ (Days Weeks) 9. At whose request or on what information are you notifying the National Hospital Assn? _____

10. What other hospital insurance does this patient have? _____

Dated 5/2 19 _____ HOSPITAL Good Samaritan By _____ (Title)

Address Portland Tel. No. _____

DO NOT WRITE BELOW

Con'd. _____ 19 _____ Cert. _____ D.S. ☐ ☐ (Yes No) — N.H.A. ☐ ☐ (Yes No) Comp. Adj. _____

19 _____

COVERAGE RECORD Ref. to M.R.D. 5/26 Ref. 8-22-49

Notic Recd _____ Ack _____ Of Rec. ☐☐☒☒☒☒ ☒☒☒☒☒☒ Same Dept. as

Wrot. Doct _____ Rep _____ By _____

Wrot Empr _____ Rep _____ Emp. Rec. ☐☐☐☐☐☐ ☐☐☐☐☐☐

Wrot Empe _____ Rep _____ Cert. ☐☐☐☐☐☐ ☐☐☐☐☐☐

Pt R Req _____ ☐ A ☐ R Spn. Inv. ☐☐☐☐☐☐ ☐☐☐☐☐☐ Ent. Em _____ 19 _____ Ent. Em _____ 19 _____

Spn Req _____ ☐ A ☐ R

Cl. Est. ☐ Not Elog. ☐ Hos Adv _____ 19 _____ Dr. Adv _____ 19 _____ Par Adv _____ 19 _____

Sup Inf _____

IMPORTANT INFORMATION FOR HOSPITALS

National Hospital Association contracts, among other benefits, entitle the members to hospital care under certain prescribed conditions and limitations; but, while its obligations are to its members, the Association aims to protect the hospitals in their accounts and reserves the right to pay the hospitals direct for any care to which a member is entitled. It will be understood, of course, that before the Association can assume payment on any patient's account, the patient's rights to the services at the Association's expense must first be established. Therefore, and to facilitate their collections, hospitals should immediately notify the association on the admittance of any patient who requests that his account be charged to the Association. The following information is furnished for your guidance: (Communicate with the Association if further information is desired.)

(1) Where a patient's eligibility has been established, the Association will assume charges on the patient's account for general ward care as defined in the patient's contract, including up to list prices for extras, but charges will not be accepted for duplications or for excessive supplies or medications, nor for a period longer than hospital care is definitely necessary. If a patient requests a private room, the Association will assume the general ward care, notwithstanding.

(2) Charges for private room or special nursing will not be accepted unless authority from the Association has first been obtained, and then only where the patient's condition is so critical as to definitely require quiet surroundings and special care. Hospitals are asked to advise the nurses and the attending doctors of this regulation.

(3) Injuries growing out of a member's employment are not included in National Hospital Assn. contracts, except where hospitals are otherwise advised. Such cases generally are under the employer's workmen's compensation and should be reported to the proper compensation carrier.

(4) The Association does not assume charges growing out of injuries for which third parties are legally liable; and where the party liable fails to assume a patient's account, hospitals are advised to refer their bills to their legal departments.

(5) Bills should be mailed to the Association immediately on the patient's discharge or at the end of each 30-day period, but the Association cannot assume any charges until the hospital has first furnished the admittance notice and received its acceptance of the patient's account.

(6) All bills must be fully itemized and must show: (a) complete diagnosis of condition treated, (b) date of admittance and date of discharge, (c) name of attending doctor or doctors, (d) time for use of surgery, (e) quantities and prices of medicines and other materials and supplies, (f) parts x-rayed and (g) full itemization of laboratory charges. Pathologist's report must accompany bills where tissue is removed.

(7) In determining a patient's eligibility to benefits under his contract, circumstances sometime require copies of the patient's surgical or other records; or, where the patient's eligibility is obscure, the right to review the records, before an account can be assumed.

Carried over to B-2 ☐

DATE REC.	ROOM	FOR	MISC. MDSE.	MISC. DAYS	AMOUNT	ADMITTED	P. P

Temp _____

Began Mds. Tr _____ 19__ Disch _____ 19__ Dos Ex. Date _____ 19__ Mos _____

Began Med. Tr _____ 19__ Disch _____ 19__ Mos Ex. Date _____ 19__ Dc _____

Path _____ Pr _____

Cond _____ Tr _____ Notices _____

Patient _____ CASE RECORD Case No. _____ B-1

Jill

Form 392 Rev

NATIONAL HOSPITAL ASSOCIATION

Case No _____ A-1

723 S. W. Third Avenue, Portland 4, Oregon

Year 1949

HOSPITAL'S ADMITTANCE NOTICE

_____ 19 _____ 19 ____

TO THE HOSPITAL: This form is for your convenience in notifying the National Hospital Association when admitting a patient who requests that his, her account be charged to the Association. Answer all questions fully and mail your report to the Association immediately on the patient's admittance, on receipt of which you will be promptly advised. (See important information on reverse side.)

1. Patient's Name Badger Irene E (Full Name) Soc. Sec. No. _____ Age _____

2. Home Address Grays River - Wn Employed by Edmond Log Co

3. Date Admitted 3-28-49 Hour _____ ☐ A.M. ☐ P.M. Attending Doctor or Doctors Holcomb (Full Name)

4. For what condition has patient been admitted? Diabetic

5. Is patient's condition serious? _____ 6. Is surgery required? _____

7. What is patient's admittance history — If injured where did it occur? (Give particulars) _____

8. What is approximate time patient will be required to remain in the hospital? _____ (Days-Weeks) 9. At whose request or on what information are you notifying the National Hospital Assn? _____

10. What other hospital insurance does this patient have? _____

Dated 3-29 19 49 HOSPITAL Good Sam. Hosp. By Ellis (Title)

Address _____ Tel. No. _____

DO NOT WRITE BELOW

Con'ct. _____ 19__ Cert. _____ D.S. ☐ Yes ☐ No — N.H.A. ☐ Yes ☐ No Comp. Adj. _____

19____ COVERAGE RECORD Ref. to M.R.D. _____ Ref _____

Notic Recd _____ Ack. _____ Of Rec. ☐☐☐☒☒☒ ☒☒☒☒☒☒ Sept 45 - dropped now ret. Dec 48 Past L.

Wrot Doct _____ Rep. _____ By _____

Wrot Empr _____ Rep. _____ Emp. Rec. ☐☐☐☐☐☐ ☐☐☐☐☐☐

Wrot Empe _____ Rep. _____ Cert. ☒☐☐☐☐☐ ☐☐☐☐☐☐

Prl Req _____ ☐A ☐R _____ Spe. Inv. ☒☒☒☒☒☐ ☐☐☐☐☐☐

Spcl Req _____ ☐A ☐R _____ Cl. Est. ☐ Not Elig. ☒ Has Adv 4/4 19 Dr. Adv _____ 19__ Pat Adv. _____ 19__

Ent. Em. _____ 19__ Lft. Em. _____ 19__

Sup. Inf. _____

Case Record — Over ☐ Coverage Record continued on

IMPORTANT INFORMATION FOR HOSPITALS

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(6) All bills must be fully itemized and must show: (a) complete diagnosis of condition treated, (b) date of admittance and date of discharge, (c) name of attending doctor or doctors, (d) time for use of surgery, (e) quantities and prices of medicines and other materials and supplies, (f) parts x-rayed and (g) full itemization of laboratory charges. Pathologist's report must accompany bills where tissue is removed.

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Carried over to B-2 ☐

BATH ETC.	ROOM	FOR	MISC. NSES.	HOSP. BATHS	AMOUNT	AUDITED	P P

Emp

Began Hos. Tr. ____ 19__ Disch. 19__ Dec. Ex. Date ____ 19__ Hos. ____

Began Med. Tr. ____ 19__ Disch. 19__ Mos. Ex. Date ____ 19__ Dr. ____

Path. ____ Pr. ____

Cond. ____ Tr. ____ Notices

Patient ____ CASE RECORD ____ Case No. ____ B-1

7745 NATIONAL HOSPITAL ASSOCIATION

ESTABLISHED IN 1906

732 S. W. 3rd Avenue
PORTLAND, 4, OREGON, U.S.A. *No.* 1

EMPLOYE'S RECEIPT FOR HOSPITAL DUES

1. *Employe's Name* Frank Badger *Job Location* G. R.

2. *Month or other period for which ticket is issued* March 1949

3. *Employe began paying N.H.A. dues* 1945
Is Employe still in your employ? Yes

4. *Reason for issuing ticket: taken sick* ☒ *injured* ☐ *left employ* ☐ *advance payment* ☐
(Mark x in appropriate square)

5. *If employee was injured, how and where did injury occur?* .....

*6. *If "new employe" and he worked less than 4 days, give exact dates* .....

Amount collected or deducted 3.50 Schmand Logging Co.
Employer.

3-28 1949 By C. J. Schmand
Date issued *Authorized Repr.—Title.*

NOTICE: This ticket is not valid if issued by any person not having authority. Any person issuing or using this ticket fraudulently subjects himself to prosecution.

INFORMATION FOR EMPLOYE

1. This ticket is your receipt for "hospital dues." It entitles you to Medical, Surgical and Hospital Care and related services at the expense of the National Hospital Association, as provided in the contract on file with your Employer. (For full information ask to see the contract or communicate with the Association—the statements contained herein are for your guidance and do not modify or supersede the contract.)

2. When sick or injured present this ticket to the National Hospital Association at its offices in Portland, Oregon, or

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* *"New employes" who work less than 4 days pay 10c per day and are protected only on days they work.*

to any doctor designated by the Association. If your condition is serious, you should notify the Association at once or ask your doctor or some other person to notify the Association. Ask your Employer for names of designated doctors in the district in which you are employed.

7746 3. You may obtain services in any district in which the Association operates and you may select any doctor designated by the Association, but—except as provided in paragraph 4 hereof—the Association will not be responsible for any bills you contract other than provided for in the contract.

4. If for any cause you are unable to obtain services from the doctors or hospitals designated by the Association, you may engage the services of any qualified doctor or hospital and the Association will assume the accounts at the fees provided for in the contract. In such a case, take up itemized bills from the doctor and the hospital and send them to the Association with this ticket attached. The Association will then mail the check to you for payment of the accounts, or it will pay the doctor and the hospital direct. Bills must be fully itemized and must show the condition for which you were treated.

5. If you are injured by acts for which another party is legally responsible, you should hold that party responsible to pay your doctor and hospital bills, as the Association does not assume these charges for you unless the responsible party refuses to pay the account and you are unable to recover from him. Do not make settlement with or release the responsible party until you know that your doctor and hospital bills have been paid.

6. Work-injuries are not included in the contract as these are intended to be under Workmen's Compensation, but if your Employer does not provide Compensation Coverage for you and you wish your contract with the Association to cover you for work-injuries, notify the Association and we will furnish you with the rate for this additional Coverage.

What To Do If You Are Not Working

1. If you are not working, your dues must be paid in advance on or before the first day of each calendar month or you will lose your protection and the credits you have gained in waiting periods under the contract. Payment after

due date does not entitle you to services for any condition occurring while in arrears.

If you leave your employment, you may apply to the Association for an Individual Contract.

If you are temporarily away from your work, you may send your dues direct to the Association or you may arrange with your Employer to pay your dues for you by payroll deduction from your last wages for a period not to exceed three months, but your payments must be made in advance.

2. If you are taken sick or injured, you are not required to keep up your dues to receive services for that sickness or injury, but you are not protected for any other sickness or injury unless your dues are paid.

It is the aim of the National Hospital Association to at all times provide a high standard of Medical and Hospital Coverage for those under its contracts, and if at any time you should be displeased with the attention you receive from the Association or from the doctors or hospitals who attend you, we shall appreciate hearing from you. We most earnestly request your cooperation.

National Hospital Association

(Signed) C. C. Bechtold
General Manager

Phone: ATwater 5291
732 S. W. 3rd Avenue, Portland 4, Ore.

7747 Service History

Re: Frank C. Badger
Empl: Schmand Logging Company

No services recorded to date

Statistics NP
3-30-49 To: Mrs. Magoon

7748 NATIONAL HOSPITAL ASSOCIATION

732 S. W. Third Avenue
Portland 4, Oregon

April 4, 1949

MEMO:

Re: Frank C. Badger
Schmand Logging Company
Eff. Sept. '45 through Oct. '48, per Industrial
Dropped in November '48.

Mr. Frank C. Badger entered Good Samaritan Hospital on March 29th, not through this office, under Dr. Holcomb for treatment of a diabetic condition. Mr. Badger gave the National Hospital Association as responsible for his account.

On discussing his condition and claim with Mr. Badger, he told me he had not worked since October 15th but that he was sure the company had kept up his hospital dues as the company bookkeeper had called Mrs. Badger and asked if they wanted the dues kept up. Mr. Badger informed me that in February he began to have symptoms which caused him to go to the doctor in March. Mr. Badger had a current March '49 ticket and he stated he had worked from March 9th to the 29th and asked for a ticket and had immediately come to Portland to the hospital.

Mr. Badger is a very agreeable and intelligent man and I explained to him about the lapse in his coverage. He couldn't quite believe it had not been taken care of by the company and the possibility that his present hospitalization could not be cared for by the association because of this lapse.

I discussed Mr. Badger's status and his condition with Mr. Bechtold and Mr. Bechtold agreed that this case would not be one for the consideration of this association. I informed Mr. Hulsawae at Good Samaritan Hospital that Mr. Badger was not eligible to the present hospitalization through this association.

Elizabeth Magoon, R.N.

EM:mem

Plaintiff's Exhibit 1484

7749 July 18, 1949

Mr. Lou Krause, Partner
Rough & Ready Lumber Company
Cave Junction, Oregon

Dear Mr. Krause:

I sincerely regret to learn of your intention to discontinue your contract with this Association, particularly in view of our past pleasant relations, and I am wondering if it is through any fault of this Association. If so, and you will advise us, we will endeavor to make correction, notwithstanding the loss of your business. I should appreciate having you advise me.

In the meantime, may I thank you for your business during the time we were favored with it.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

C. C. Bechtold
General Manager

CCB:nb

7750 NATIONAL HOSPITAL ASSOCIATION

732 S. W. THIRD AVENUE
PORTLAND 4, OREGON

July 11, 1949

Memo To: Mr. C. C. Bechtold

RE: Rough & Ready Lumber Company
Cave Junction, Oregon

This is to advise you that the men at the Rough and Ready Lumber Company at Cave Junction, Oregon, have elected to change their medical and hospital coverage to the OPS, effective at the end of the contract year, which was July 1, 1949.

I met with the men at this operation on several different occasions in an attempt to change their minds and also to learn why they had decided to make the change. On several occasions the men have stated that they find no fault

with the Association, other than the fact that the doctors refuse to accept their hospital tickets and they are required to pay their bills and look to the Association for reimbursement, whereas, under OPS, the doctors will accept OPS tickets. In view of the fact that the local physician, Dr. Charles N. Versteeg, is the only local doctor, outside of Dr. Collman, a naturopath, the men have considerable difficulty in this respect since he will not accept our tickets.

I have discussed this matter with Lou Krause, one of the partners at this operation, and he confirms the above, that he knows of no other points of dissatisfaction that could have caused the change. As he stated it, "National has always treated us right." He personally states that he regrets very much the fact that his men have elected to change.

(Signed) E. O. M.
Edwin O. McKeen

7751 June 9, 1949

Mr. Ed McKeen Re: Rough & Ready Lumber Co.
Cave Junction, Oregon

What is the latest on the Rough & Ready Lumber Company contract?

C. C. Bechtold

CCB:rc

7752 NATIONAL HOSPITAL ASSOCIATION

732 S. W. Third Avenue
Portland 4, Oregon

July 8, 1949

Memo To: Mr. C. C. Bechtold

RE: Rough and Ready Lumber Co.
Cave Junction, Oregon

Mr. Lou Krause, partner in the above operation, advises that the ballot taken of his employees favored OPS, consequently they have had to accept a contract with them.

Mr. Krause still appears to be partial to NHA, and expressed his personal regret that this action was necessary.

(Signed) E. O. M.
Edwin O. McKeen

This contract terminated 7/1/49.

7753 NATIONAL HOSPITAL ASSOCIATION

732 S. W. Third Avenue
Portland 4, Oregon

Medford, Oregon
May 4, 1949

TO: Mr. C. C. Bechtold

RE: Rough & Ready Lumber Company
Cave Junction, Oregon

Yesterday, I called at the office of the above company to attempt to learn the reason for their letter that you had reported receiving, cancelling their contract at the end of the current contract year. Mr. Lew Krauss is away from the operation this week; consequently, I was unable to discuss it with him. However, I had a rather lengthy talk with Mrs. Hazel Prarie, bookkeeper, who stated that so far as she had heard, there had been no recent grievances aired by any of the men. She stated however, that Dr. Charles Versteeg, the only doctor in Cave Junction, refuses to accept NHA's tickets and is cooperating closely with the OPS., which does make a rather difficult situation. I have talked with Dr. Versteeg on several occasions, and although he does not openly say so, it is my impression that he is taking this attitude because he has been instructed that he must do so.

Mrs. Prarie states that the action taken at this operation followed a visit by Mr. Justin Smith, OPS representative, who called at the mill last Tuesday, April 26, and explained to Mr. Krauss that the men were having difficulty getting National tickets recognized by the doctors, and asked permission to talk with the men. She stated that Mr. Krauss stated that he had no objection to his talking with the men, and Mr. Smith met at noon with the day shift, and that day with the late night shift and the following day, reported to

Mr. Krauss that the men had unanimously voted to have an OPS contract. She stated that so far as she knew, there had been no actual petitions circulated, and that no contract had been signed as yet.

She stated that Mr. Smith's technique was considerably changed from the approach that he had had when he had visited operations where she had been employed in the past, inasmuch as on previous occasions, he had always knocked the NHA. However, on this approach, he tried to play up the fact that their own hospital tickets were accepted by the doctors whereas the National's were not.

She stated that there had been considerable dissatisfaction last fall with the manner in which the Association had handled the case of Homer Shaw. However, I personally talked this matter over with the men, and the company had posted Walter Page's letter to the Rough & Ready Lumber Company regarding payment for Mr. Shaw, and the matter had seemed to subside; however, there had been considerable dissatisfaction among the men because of the fact that they felt that had not the company stepped into the picture, the Association would not have accepted the case.

7754 She also mentioned, although she could not recall the specific individual involved, a situation in which one of the local men had gone to a Dr. Walker in Grants Pass for a tooth extraction and the dentist had refused to accept the National ticket. Since she did not recall the name of the employee and since there are two Dr. Walkers in Grants Pass, I cannot advise as to the details of the case. Mr. Krauss will probably be back at the mill the first part of next week, and since I was planning a trip to the coast which will take me through Cave Junction, I will attempt to contact Mr. Krauss at that time and also try to get there in time for a noon meeting with the men. I will advise you of any further developments in this situation.

Mrs. Prarie also inquired as to what final disposition had been made of the William Akers case, and I advised her that I was not sure as to what the final disposition was but that there was a third party responsibility involved in the case and that it was my understanding that the Akers estate was taking action against that third party. She advised me that Mr. Smith had told her that the owner of the car in which Mr. Akers was killed was very seriously in-

jured in the accident, and that the O. P. S. had had to pay out in the neighborhood of $2000.00 for his care.

(Signed) E O M
Edwin O. McKeen

EOM:rlg

7755 ROUGH AND READY LUMBER COMPANY

CAVE JUNCTION, OREGON

April 27, 1949

National Hospital Association
732 S. W. Third Avenue
Portland, Oregon

Gentlemen:

This will serve to notify you that our employees have unanimously voted to be covered by another hospital plan. For this reason we will not renew our contract with you this year.

Very truly yours,

ROUGH AND READY LUMBER COMPANY

(Signed) LEW F. KRAUSS
Lew F. Krauss

LFK/hp

7756 (Cancelled 3¢ stamp)

(Postmarked)
Cave Junction,
Oregon
Apr. 29, 1949

ROUGH & READY LUMBER COMPANY
P. O. Box 222
CAVE JUNCTION, OREGON

AIR MAIL

National Hospital Association
732 S. W. Third Avenue
Portland, Oregon

FORM 570—C REV 10-48

COST EXPERIENCE

Hough & Heady Company (Logging). 1948 Cave Junction, Oregon
CONTRACT LOCATION

Eff. 7-1-45

SUMMARY OF PAST EXPERIENCE

YEAR	NO COVERED	MED AND O.S. RECEIPTS	MED AND O.S. COSTS	MED AND O.S. PER NO	MED AND O.S. O-L	MED AND O.S. PER CENT	O.S. O-L	O.S. PER CENT	TOTAL O-L	TOTAL PER CENT
1945	6	257.60	380.02		122.42	47.5				
1946	12	948.25	607.03		341.22	36.0				
1947	12	1834.60	766.96		1067.64	58.2				

CURRENT PERIOD

1948	12	1756.50	1177.95		578.55	33.0

MEDICAL AND RELATED EXPENSE

	CALLS DAYS HOURS	COST	PER NO.	MED. OR HOSP.	PERCENTAGE OF TOTAL	PRESN. REC.
OFFICE . . . . F	17					
2 ND	21					
3	13					
HOSPITAL . . . F						
2 ND	3					
SUB	1					
RESD. . . . . F						
2 ND						
3						
AMOUNT		171.25				
OPERATIONS		105.00				
SPECIAL SERVICES		32.00				
X-RAYS		30.00				
SPEC. LABORATORY		7.00				
EXTRACTIONS		3.00				
Penicillin		3.00				
F. A. STATION EX.						
F. A. ATT'D SAL.						
FREIGHT & SUPPLIES		31.66				
TOTAL & NO. OF CLMS.		382.91		100.0	61.1	21.8

HOSPITAL AND RELATED EXPENSE

HOSP. DAYS—PRI. & AM'T.						
HOSP. DAYS—WRD. & AM'T.	19	155.00				
SURG. AND ANES.		39.50				
X-RAYS						
MED. AND DRESS.						
SPEC. LABORATORY		6.50				
SPECIAL SERVICES		42.55				
SPEC. NUR. DAS - HRS. - AM'T.						
AMBULANCE						
TOTAL & NO. OF CLAIMS		243.55		100.0	38.9	13.8
TOTAL MED. AND HOSP.			626.46	53.2	100.0	35.6
TAXES AND INSURANCE			416.54	35.3		23.7
ADMINISTRATION			134.95	11.5		7.7
INC'D BUT UNRPD. CLMS.						
			1177.95	100.0		67.0

April, 1949
April, 1949

Plaintiff's Exhibit 1485

7758 August 5, 1949

To: Dorothy Shane
Re: William Tribner
C. D. Johnson Lumber Co.

Dear Miss Shane:

We have your letter of August 3 informing us that Mr. Tribner has paid Dr. Homann, and with which you enclosed a copy of the doctor's letter.

In reply, under these circumstances Mr. Tribner is of course entitled to refund and you will find our check enclosed. Will you please give it to Mr. Tribner.

C. C. Bechtold

CCB:bjj
encl.

7759 NATIONAL HOSPITAL ASSOCIATION

732 S. W. Third Avenue
Portland 4, Oregon

Toledo, Oregon
August 3, 1949

Mr. C. C. Bechtold
Mgr. NHA.
Portland Oregon

Dear Mr. Bechtold;

Mr. Tribner gave me this enclosed letter yesterday, he sent this Dr a check for $22.00 dollars, and is now wondering to go about getting his money refunded.

I also inclose a copy of the letter you wrote Service Engineering Co. This letter from Dr Homann should be good material for this court case coming up in September.

Yours truly

(Signed) Miss Shane
Miss Shane

7760 June 27, 1949

Service Engineering Company
Mead Building
Portland, Oregon

Re: William Tribner
Employe of C. D. Johnson Mill

Gentlemen:

We recently received a report that you had denied a claim for the above employee, who alleges an injury to his leg while working for the C. D. Johnson Lumber Company.

I would appreciate any information you have in regard to this case.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

C. C. Bechtold
General Manager

CCB:nb

7761

PAUL H. HOMANN, M.D.
PHYSICIAN AND SURGEON
1006-7 WEATHERLY BUILDING
PORTLAND 14, OREGON

July 6, 1949

Mr. Wm. Tribner
Star Apartments
Toledo, Oregon

Dear Mr. Tribner:

When you were in the Good Samaritan Hospital in Portland Dr. Homann told you that he was on the physicians' list of the Oregon Physicians Service and, therefore, could not appear in any way on the books of any other similar association in this county. However, if patients pay their bills and take our receipt to the National Hospital Association, they will refund the amount of the bill to you.

There has been a long delay in collecting your bill, but the doctor believes that he explained this business to you when you were in town. It may sound complicated to you, but really is simple. Can't you please forward us a check or money order for $22.00? We will immediately forward a paid receipt to you and the National Association will

refund to you at once. There never has been any difficulty about doing business with them this way; but we should not delay settling things soon.

Please let us hear from you.

Yours truly,

(Signed) PAUL H. HOMANN, M.D.
Paul H. Homann, M.D.

PHH/s

7762 July 27, 1949

Paul H. Homann, M.D.
1055-7 Weatherly Bldg.
Portland, Oregon

Re: William Tribner
C. D. Johnson Lumber

Dear Doctor:

Will you please refer to our letter of July 1 regarding the above patient, reported as having been attended by you in October of 1948, in which we requested a statement of the condition treated and services rendered on the form which was enclosed.

We are enclosing another form, thinking the one sent may have been misplaced, and will appreciate your early attention.

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION
Barbara Jeremiah
Claims Department

CCB/bjj
Encl.

7763 July 1, 1949

Paul H. Homann, M.D.
1055-7 Weatherly Bldg.
Portland, Oregon

Re: William Tribner
C. D. Johnson Lumber Co.

Dear Doctor:

We are advised that you attended William Tribner of the C. D. Johnson Lumber Company for an injury he sustained

during the course of his employment on October 21, 1948.

Since this Association has the medical compensation coverage for employees of this company, will you please submit your statement for services rendered this man, itemizing it as indicated on the enclosed form.

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION

Barbara Jeremiah
Claims Department

bjj
Encl.

7764 SERVICE ENGINEERING COMPANY

520 MEAD BUILDING
ATWATER 6694
PORTLAND 4, OREGON

June 29, 1949

National Hospital Association
732 S. W. Third Avenue
Portland 4, Oregon
Attention: Mr. C. C. Bechtold

Gentlemen:

Re: Our File 48-188
William Tribner
Employee of C. D. Johnson Lumber Corporation
Injured: October 21, 1948

This will acknowledge receipt of your letter of June 27, re the above caption claim.

In checking our records, we find that Mr. Tribner was injured during employment on October 21, 1948, when his right leg was caught between two timbers on the resaw conveyor while working on the edger table. Mr. Tribner continued working following this accident until November 5, 1948, when it was necessary for him to lay off because of the injury.

On November 14, 1948, Mr. Tribner consulted Dr. P. H. Homann of Portland. We received a report from Dr. Homann showing that he was suffering from "traumatic thrombotic phlebitis of the right sapphenous vein," and that he was admitted to Good Samaritan Hospital on No-

vember 14, 1948 and discharged from the hospital on November 22, 1948.

Mr. Tribner returned to work on December 5, 1948, and we have taken care of compensation payment to him for the time he lost from work; that is, from November 5, 1948 to December 3, 1948, inclusive.

We trust this is the information you desire.

Yours very truly

SERVICE ENGINEERING COMPANY

AML By (Signed) A. M. LAUAT

7765 Mr Wm Tribner, suffered an industrial injury to his (rt) leg here at the mill; 10/21/48 Will you please see that this taken care of.

Thank you

Miss Shane

7766

Paul H. Homan, M.D.
1006-7 Weatherly Bldg.
Portland 14, Oregon

June 17, 1949

Mr. Wm. Tribner
Star Apartments
Toledo, Oregon

Dear Sir:

Since your hospitalization last November in the Good Samaritan Hospital, we have tried several times, in vain, to collect your bill. We tried making it a case for the State Accident Commission, but, as you know, that wasn't allowed. Then we tried the Service Engineering Company, but they refused it also. Then we were informed that the National Hospital Association would pay it. But, as Dr. Homann is on the active list for the Oregon Physician's Service, he cannot deal with the National direct. However, we do often collect from them in an indirect way and that is allowable. This is how it is done.

You pay your bill here and send or take the receipt to the National Hospital Association and they refund you. We

are enclosing a statement for $22.00. Won't you please send us this amount in full payment of your bill and then you can take the receipt we send you and get it refunded.

This bill is getting rather old and looks bad on the books, so we would very much appreciate clearing it up. Please write as soon as possible.

Very truly yours,

Paul H. Homann, M.D.

PHH/s

7767 FROM D Shane
Toledo Oregon

(Postmarked)
Toledo, Oregon
June 23, 1949
3 P.M.

NATIONAL HOSPITAL ASSOCIATION
732 S. W. 3RD AVENUE
PORTLAND

7768 June 27, 1949

Service Engineering Company
Mead Building
Portland, Oregon

Re: William Tribner
Employe of C. D. Johnson Mill

Gentlemen:

We recently received a report that you had denied a claim for the above employee, who alleges an injury to his leg while working for the C. D. Johnson Lumber Company.

I would appreciate any information you have in regard to this case.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

C. C. Bechtold
General Manager

CCB:mb

7769 June 25, 1949

C. D. Johnson Lumber Company
Toledo, Oregon

Att: Miss Dorothy Shane

Dear Miss Shane: Re: William Tribner

With reference to the claim of Dr. Homann against William Tribner for services to his injured leg which was a result of his work. As you know, such injuries are a responsibility of the Compensation Insurance Carrier and not of the patient. The account will be taken care of here. Please convey this information to Mr. Tribner.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

W. E. Jones
Claims Department

WEJ:nb

Plaintiff's Exhibit 1486

7770 Gentlemen:

Dr. Paul Homann belongs to the Oregon Physicians Service and so cannot sign statements for any other local insurance company. I am enclosing his letter with my part of the statement filled out.

My first office visit was in February sometime. I understand this is not paid by the company so it does not enter into this claim.

Very truly yours,

(Signed) BETTY JO BROWN

7771 PAUL H. HOMANN, M.D.
PHYSICIAN AND SURGEON
1006-7 WEATHERLY BUILDING
PORTLAND 14, OREGON

August 31, 1949

To Whom It May Concern:

I examined Betty Jo Brown in my office on April 2, 1949, at which time her chief complaints were nervousness and some cervical erosion.

She was seen again on June 17 and on August 10, treatment on these dates consisting of cautery of the cervix and one or two prescriptions.

Respectfully,

(Signed) PAUL H. HOMANN, M.D.
Paul H. Homann, M.D.

PHH/s

7772 Mrs. A. J. Brown
2015 N. W. Flanders
Portland, Oregon

(Canceled 3c Stamp)
(Postmarked)
Portland, Oregon
Sep 2, 1949
1 P.M.

National Hospital Association
732 S. W. 3rd Ave
Portland 4, Oregon

Plaintiff's Exhibit 1487

7773 1238 2nd Ave.
Seaside Oregon

Dear Sir:

Please send me a check for this bill so I may cash it and pay the doc. as he doesn't accept money directly from you.

(Signed) MERVIN A. SMITH

7774 Mr. Mervin Smith
1238 - 2nd Ave

In Account With
ALTON L. ALDERMAN, M.D.
Physician and Surgeon
800 Beach Drive
SEASIDE, OREGON

August 23, 1949

FOR PROFESSIONAL SERVICES:

$4.00

For Medical attention for Mervin Smith

7775 COVERAGE RECORD

PATIENT Smith, Mervin EMPLOYER Prouty Lbr. & Box
EMPLOYER'S ADDRESS Warrentor CONTRACT EFFECTIVE DATE
FORM 239....242....sent to Employer.....194..... Form sent to
Doctor.....194.....
PERIOD OF EMPLOYMENT.....
PERIOD OF COVERAGE No list
April 38 thru Aug 49 9/6/49
COVERAGE INFORMATION OBTAINED FROM.....DATE.....
INJURIES DURING EMPLOYMENT PAYABLE BY P. I.

PREVIOUS EMPLOYER.....
PERIOD OF COVERAGE.....
COVERAGE INFORMATION OBTAINED FROM.....

SPECIAL INFORMATION.....
Copy of Dr bill made and P/P to pr for $4.00 9/6/49
Form 248

7776 Please send us the amount of the enclosed bill as we have already paid the Dr. the Dr's here do not accept payment from Companys.

(Signed) MERVIN A. SMITH

7777 NATIONAL HOSPITAL ASSOCIATION

732 S. W. THIRD AVENUE
PORTLAND 4, OREGON

Plaintiff's Exhibit 1488

7779 August 22, 1949

Memo:

Re: Molalla and Oregon City Doctors

Mr. Young, President of the Union Lumber Company who came in on August 19 in connection with a claim, told me that he was desirous of terminating his company's contract with this Association before the expiration date.

I asked Mr. Young why he was desirous of terminating the contract and he told me it was because of the fact that his men had so much difficulty in obtaining services from Dr. L. S. McGraw and doctors at Oregon City. He told me that the men could not get services unless they paid for such services themselves and that this made his company too much trouble because the men would come in and want to draw money before their regular payday in order to pay the doctor.

I told Mr. Young that all the men had to do was to take up an itemized statement and the Association would refund in accordance with its coverage. He stated this was not satisfactory to his company and that he had been told by the doctor's office girl that if he would take out the contract with the Oregon Physicians' Service, the doctor would treat his employees and bill the Oregon Physicians' Service directly. He stated this was also true of Oregon City doctors but did not name any particular doctor in Oregon City.

W. J. Page

WJP:mbk

Plaintiff's Exhibit 1489

7778 NATIONAL HOSPITAL ASSOCIATION

TOP FLOOR MOHAWK BUILDING
PORTLAND, OREGON

June 28, 1940

Memo

Re: Mrs. Margaret Irvine—1256-92
Effective February 10, 1940
Paid July 10, 1940

Dr. F. W. Carter telephoned today, June 27, advising this lady had called him to attend her for an injury she sustained when she fell at her home and he suspected she was suffering from a fracture of the tibia and fibula. Dr. Carter stated that Mrs. Irvine had notified him she was a member of the National and he wanted us to understand he could not take care of her as a National case. He wished to know to whom we wished to have her referred. I explained to him she was entitled to consult any physician of her own choosing and it would be satisfactory with us for him to care for her. He advised, however he could have nothing to do with the Association. I told him that it was a matter for Mrs. Irvine to decide, as we were only responsible to the patient and if he wished to care for her and bill her she would be reimbursed in accordance with her contract. I do not know what the Doctor is going to do about it.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1490

7780 June 14, 1940

Memo:

Re: A. Zelatel, employe of
Washougal Woolen Mills

This man called here June 13 reporting he had just come from Dr. Kingery's office where he presented a hospital certificate from the Washougal Woolen Mills. He reports about a month and one-half ago he consulted Dr. Kingery for a skin irritation of the face and at that time

he was referred through this office. The condition cleared up rapidly, but now it has developed over his body. He did not report back here but thought it would be all right for him to go to the Doctor direct. Dr. Kingery advised the man he could not accept further patients from the Association and he would have to charge the man for what service he received and suggested the man take the matter up with the Association. The charge for the first call is $3.00 which is the same as formerly paid to Dr. Kingery by the Association. I told this man to take up the bill when he completed treatment and present it to us.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1491

7781 June 17, 1940

Memo:

Re: Minnie Messinger, Employe of Spaulding Logging Company

Mrs. Messinger called here today for an order to Dr. Kingery. I explained to her Dr. Kingery was not accepting further cases from the Association on orders from this office, but she might report to Dr. Kingery and he would give her an itemized statement which she could send to us for payment. The Association is to pay the patient, and she in turn will pay Dr. Kinger. I talked to Dr. Kingery about referring patients and suggested we use a form so that the Doctor would know when the patient was eligible to treatment at the Association's expense. This was agreeable to Dr. Kingery. I told him we would endeavor to see that the patients paid him after we had paid them and asked him how he handled his private patients. He told me bills were mailed to private patients but fifty per cent of them did not pay.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1492

7782 June 20, 1940

Memo:

Re: Burke Bunnell, employe of
Eastern & Western Lumber Co.

This man called here June 20. He reports following his tonsillectomy here it was necessary for him to call Dr. McGraw at three A. M. on June 19 to stop a hemorrhage from his throat. He stated Dr. McGraw refused to give him a bill with the Doctor's name on it advising he could have no connection with any hospital association. Mr. Bunnell wished to know if we would pay him the $3.00 which the Doctor charged him. He had paid the bill. I told him we would require a receipted bill from the Doctors. This he promised to obtain, and I agreed to reimburse him when the bill is presented.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1494

7783 June 17, 1940

Memo:

Re: G. H. Luoma, employe of
Piggly Wiggly Company

This man called today stating he is suffering from a recurrence of a skin or allergy condition for which he was treated by Dr. Kingery several years ago. He wished to return to Dr. Kingery for treatment of his present trouble. I explained that Dr. Kingery was not accepting patients from the Association, but he should call on the Doctor, and when treatment is completed take up an itemized statement and present it to the Association.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1495

7784 January 5, 1940

Memo:

Re: H. D. Monroe, 6521 S. E. 93rd Ave.

This man apparently called Mr. Bechtold advising he had called on Dr. Hunter who refused to accept him as a National case. Mr. Bechtold telephoned Dr. Hunter who advised since he was a member of the Multnomah, and the Multnomah had forbidden any of their doctors to care for cases of any other association, he was unable to take care of this man as a National case. Mr. Bechtold arranged with the Doctor to have him bill Mr. Monroe, and Mr. Monroe is to present the bill here, and the Association will reimburse him.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1496

7785 February 2, 1940

Memo:

Re: Fir-Tex Insulating Board Co.

This company wrote us January 31 calling our attention to two previous letters requesting forms for members to present claims for reimbursement. Mr. Berven made the trip to St. Helens on February 1st and furnished this company and other companies there with the new forms, advising them that it would be necessary in the future for employes to obtain complete information as requested on the forms from the doctors who attend them. Mr. Berven reported that the time-keeper at the Fir-Tex Company advised him that he would cooperate with us in insisting that the employes have these forms completed before they were mailed to the Association.

W. J. Page

WJP:c

Plaintiff's Exhibit 1497

7786 February 19, 1940

Mr. Mihalcik:

You apparently returned the letter from the Rogers Construction Company dated February 13 to me because of my telephone conversation with Mr. Rogers. At the time Mr. Rogers called he wished to know about the doctor situation in Lakeview and at that time I told him we hoped to have the matter straightened out within a short time. He told me the bill referred to in this letter was still in their office and that he would send it to the Association. After talking to Mr. Rogers Mr. Bechtold informed me it was your intention to contact him regarding the Lakeview situation.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1498

7786-A February 20, 1940

Memo:

I telephoned Dr. Underwood in response to his letter of February 7. Dr. Underwood told me that while he regretted very much the necessity for writing us the letter he would be unable to accept further cases from the Association. He told me he was very appreciative of the work referred to him and would like to have continued but in view of the present situation he did not feel he could do so.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1499

7787 May 6, 1940

Memo:

Re: Mr. Vigle, employe of
Hudson Duncan & Company

This man telephoned today advising he had had formerly been under the care of Dr. Labadie for a skin condition. He wished to return to Dr. Labadie but was informed by

the Doctor he could no longer take care of Association patients. I told Mr. Vigles to apply to Dr. Labadie, take up the bill, and refer it to us.

W. J. Page

WJP/mk

Plaintiff's Exhibit 1500

7788 November 4, 1941

MEMO:

Mr. Johnson
Carnation Lumber

This man is the bookkeeper and office manager for the company and was here some time ago, wanting to consult Dr. Benson for an asthmatic and allergic condition. I told him at that time he might go to the doctor and furnish information later as to expense of his care.

Mr. Johnson came in November 4th and presented a receipted statement in the amount of $85.00. This, he stated, covered complete examination and an autogenous vaccine made from stool and sputum, and the injections which were given at first every two days, and are now being given every five days. I asked Mr. Johnson to obtain an itemized statement showing dates, nature of services and charges for each date. He will return this statement to us.

W. J. Page

WJP:eml

Plaintiff's Exhibit 1501

7789 October 14, 1941

MEMO:

S. F. Hollcroft
Purdy Brush Co.

This man called and stated that he is again suffering with Athlete's Foot and that he previously was treated by Drs. Kingery & Illge for this condition. I told him to consult the doctors again and take up an itemized statement and present it to us.

W. J. Page

WJP:eml

Plaintiff's Exhibit 1502

7790 July 16, 1941

MEMO:

Mrs. David Richie
Libby, McNeill

Mrs. Johnson, the nurse at Libby's, telephoned July 14th, reporting that this lady was visiting in Oregon City and was taken sick, necessitating medical care. Dr. Strickland was called and told Mrs. Richie that he did not want to send his bill to the Association.

Mrs. Richie is a regular employe of Libbys, being an employe of the pickle department. I told the nurse to have her get an itemized statement from Dr. Strickland and present it to her. Mrs. Richie will also report here for what further care she may need.

W. J. PAGE

WJP:eml

Plaintiff's Exhibit 1503

7791 February 17, 1941

MEMO:

Geneva Wohlgenuth
Hudson Duncan Company

This lady called February 15th, reporting that she was formerly employed by the Springbrook Packing Company during August and September. At that time, she was covered by the Physicians and Surgeons Hospital Association.

She consulted Dr. Edmunds who referred her to Dr. Illge for treatment of perionychia of the finger. This condition cleared up, and she entered the employ of Hudson Duncan in October and has continued to date. She now developed this same condition in the thumbs and has been treated by Dr. Illge four times and will require another treatment. I told her to get a statement from the doctor showing diagnosis, dates and nature of services rendered, and present it to us with a hospital certificate from Hudson & Duncan.

W. J. PAGE

WJP:eml

Plaintiff's Exhibit 1505

7792 September 5, 1941

Mr. Bechtold:

The attached statement from Dr. A. G. Bettman was sent to this office by Mrs. Pearl Carley, employe of the Portland Woolen Mills.

Mrs. Carley advised me that Dr. Bettman performed three separate operations, two at the Good Samaritan Hospital and one at his office. Mrs. Carley wanted to make it plain that the Association was not to pay Dr. Bettman as Dr. Bettman informed her that he could not accept a check from or have any relations with the Association.

I advised Mrs. Carley that this matter would be referred to you.

W. J. PAGE

WJP:jb

Plaintiff's Exhibit 1508

7793 December 17, 1942

MEMO:

P. K. Stone
Walter Koch

This man called here December 16 and presented a statement from Dr. McLean of Oregon City in the amount of $11.00. He told me that the doctor refused to accept payment from the Association and had informed him to present his statement here. The doctor had called at his home three different times and the man had called twice at the doctor's office.

I told Mr. Stone we would pay the bill to him and he could settle with Dr. McLean. The bill was placed in line for payment directly to the man.

W. J. PAGE

WJP:emk

Plaintiff's Exhibit 1509

7794 November 4, 1942

MEMO:

John Skoog
Ostrander Railway & Timber Co.

This man called here today, November 4. He reports he has been employed by the company since January 1, 1942.

He is suffering from a weakness of the right arm and consulted Dr. Strickland of Oregon City. Dr. Strickland told him he could not treat him under National but diagnosed his case as neuritis. The doctor gave him a prescription and Mr. Skoog came here. He wanted to know about treatment by Dr. Strickland and I explained that he might continue care under the doctor and the Association would pay him directly for the care he received at State Industrial Accident Commission rates.

He stated he would like to try chiropractic treatment and I therefore suggested that we refer him to Dr. Van Brackle for an osteopathic treatment. I told him if he thought he was helped by the treatment, he could continue with the doctor but if not, he could return to Dr. Strickland. This was agreeable to Mr. Skoog.

W. J. PAGE

WJP:emk

Plaintiff's Exhibit 1510

7795 August 24, 1942.

MEMO:

R. K. Stone
Koch Lumber Company

On August 24, I received a telephone call from a lady who stated she was a sister-in-law of this man.

This lady reported that Mr. Stone had entered the employ of this company on July 8. Just recently he suffered a stroke of paralysis and Dr. McLean of Oregon City had been called. Dr. McLean advised these people that he would have nothing to do with National. The lady wanted

to know what the Association would do about caring for her brother-in-law.

I told her that appoplexy and paralysis would not be covered during the first six months of employment. She then stated that she did not believe her brother-in-law would be covered since he had only been employed since July 8. I told her if the diagnosis she gave me was correct, he would not be covered, but I suggested that she might have Dr. McLean send in a history and diagnosis at which time the case would be further considered by the Association.

W. J. PAGE

WJP:emk

Plaintiff's Exhibit 1511

7796 June 8, 1942

re: Dr. T. E. Griffith
The Dalles, Oregon

Mr. Bechtold:

Attached is a note from Mr. Lewis, advising that Dr. Griffith did not want to accept the Association's ticket for care of Mrs. Isabel Blevens.

We refunded the $2.50 which Mrs. Blevens paid Dr. Griffith but you wanted this file to enable you to investigate as to why the doctor refused to accept the ticket.

W. J. PAGE

WJP:emk

Plaintiff's Exhibit 1512

7797 May 18, 1942

MEMO:

Dr. David W. Reid
Mill City, Oregon

Mr. Cowden of the Mt. Jefferson Lumber Company of Lyons telephoned May 16, advising that his superintendent, Mr. Dallas, had called his attention to the fact that Dr. Reid of Mill City was not accepting the Association's certificates from employes of this company. Mr. Cowden thought it would be well if the Association would have

Mr. Monnie contact Mr. Dallas and Dr. Reid in an endeavor to straighten this matter out.

I told Mr. Cowden about a recent communication we had received from Dr. Reid and of our answer to it. I believe from the letter written by Dr. Reid that it would be well for someone to call as no doubt arrangements could be made with Dr. Reid.

W. J. PAGE

WJP:emk

Plaintiff's Exhibit 1513

7798 January 19, 1942

Re: Fall Creek Lumber Co.

Mr. Monnie:

I received a telephone call from the girl in the office of this company here in Portland, advising that Mr. Anderson and Mr. Earl wish to discontinue their contract for care of their employes. This lady stated that the reason they wish to discontinue the contract was the trouble the employes had in receiving services in Eugene.

I endeavored to explain to her that employes were entitled to take up itemized statements and present them to the Association for payment. She said this was unsatisfactory, and that they would like to cancel their contract, and she wanted to know if this would be possible. I told her the contract was made for a period of one year, and was continuous thereafter except that they might give notice of cancellation prior to the date of expiration. I also told her that if they were having trouble, I could probably arrange to have one of our field men talk to their employes. She stated this would not be necessary, but if they required further information, she would call again and someone could contact Mr. Anderson or Mr. Earl here in town.

This contract was effective October 1st, 1941.

W. J. PAGE

WJP:eml

Plaintiff's Exhibit 1514

7799 December 18, 1945

MEMO:

Re: Bendiksen Company
So. Bend plant

An office employee of this company telephoned me December 17 reporting that one of their employees had consulted Dr. M. W. Brochvogel who refused to accept the Association's ticket advising him that it was worthless. The representative of the company wanted to know what the employee should do.

I explained that the employee should take up an itemized bill from any doctor who refused the ticket and have the diagnosis shown on the bill. This bill, together with the hospital ticket should be sent to the Association for reimbursement.

W. J. PAGE

WJP:as

Plaintiff's Exhibit 1515

7800 November 2, 1945

MEMO:

Conde B. McCollough
Oregon State Highway

Mr. McCollough, who is the Assistant Chief Engineer of the State Highway Commission and has been under the Association's coverage for a number of years, telephoned November 2, stating that he has been having some trouble with his heart, and that it is impossible for him to get to see Dr. Fortmiller in Salem. He lives near Dr. Gilbert, who does not do work for the Association, and Mr. McCollough wanted to know if he could arrange with Dr. Gilbert to see him once in a while for necessary treatment and present the bill to the Association. I told him this would be satisfactory.

He also stated that he is thinking of consulting the clinic for a complete examination and stated he would like to see Dr. Wise, who attended him in the St. Vincent's Hospital on a previous occasion. I told him that I would try to arrange an appointment with Dr. Wise, which he pre-

fers to have during the week of November 12 to 17. He will telephone me next week sometime to find out about the appointment.

W. J. Page

WJP:bcs

November 5, 1945

Dr. Sabin's office advised today that an appointment for Mr. McCullough would be made for November 15 at 9:45 A. M. Mr. McCollough is to call me early this week for information regarding the appointment.

W. J. Page

WJP:bcs

Plaintiff's Exhibit 1516

7801 November 12, 1945

MEMO:

Re: Marion Schoenborn
Strong & McDonald

Mr. Eggers of the Local at Molalla telephoned advising that we had requested Mr. Schoenborn to furnish information from the doctor regarding a $6.50 claim. Mr. Eggers stated the doctor refused to furnish the information.

I told Mr. Eggers to have the man send in information showing the dates of treatment and the condition for which he was treated and that the claim would have proper attention.

W. J. Page

WJP:as

Plaintiff's Exhibit 1517

7802 December 8, 1945

MEMO:

J. M. Devers
Oregon State Highway

I telephoned Mr. Devers December 8 regarding a bill for his care by Dr. Garnjobst, informing him that we had

learned he was somewhat dissatisfied with the Association's action on his claim. Mr. Devers assured me that he placed no blame on the Association, but that he was somewhat disgruntled with Dr. Garnjobst for his failure to send the report.

I told Mr. Devers that the report was in and that the only thing that was holding the matter up was the bill. Mr. Devers is sending us the bill and it should be paid promptly.

W. J. Page, Manager
Claims Department

WJP:bcs

Plaintiff's Exhibit 1518

7803 May 24, 1943

MEMO:

Donald Schoenborn
A. K. Wilson Lumber Company

This man's employer telephoned Mr. Bechtold regarding care of the man by Dr. Eaton of Oregon City. It seems that Dr. Eaton had refused to take his hospital certificate and the man was somewhat disappointed. Mr. Bechtold had told the employer to have the man take up an itemized statement and send it to the Association for reimbursement. The man, however, preferred to come in here and was directed to Dr. Norden who recommeded physio therapy for him. He is receiving his physio therapy at the P.T. Department.

W. J. Page

WJP:gnw

Plaintiff's Exhibit 1519

7804 September 23, 1943

MEMO

Re: George Henderson
Ray Hanson Logging Co.

On September 21st I received a call from this man, asking if he might be permitted to go to Dr. Rippey for treatment at the Association's expense.

At that time I did not know that he was at the doctor's office, but I suggested that he report here. Mr. Henderson reported quite late in the afternoon, and after discussing his case with Mr. Bechtold, I called Dr. Rippey. The doctor told me that he was very busy, but when I told him this was a possible appendectomy, he advised that he would wait for the man and asked that he report immediately to his office.

Mr. Henderson was given an order to Dr. Rippey. Later I understood from Mr. Bechtold that Dr. Rippey decided that he could not attend the man because of his O.P.S. connection, but that Dr. Holden, who was not connected with the O.P.S., would take care of the case. I understand that Mr. Henderson is in the Portland Sanitarium and hospital under the care of Dr. Holden.

W. J. Page

WJP/sm

Plaintiff's Exhibit 1520

7805 January 25, 1943

MEMO:

John Bandy
Oregon State Highway Dept.

This man called here and was referred to Dr. Charles Gurney, plastic surgeon. Dr. Gurney would not accept him as a National case but I told the member to present a bill here for the examination.

This man later returned and informed me that Dr. Gurney advised against the operative work. Mr. Bandy was satisfied and returned to Salem.

The bill of the Salem General Hospital in this file should be passed for payment.

W. J. Page

WJP:emk

Plaintiff's Exhibit 1522

7806 April 10, 1944

Memo—

Re: Loretta McNamee
St. Paul Flax Growers

This lady called here April 7. She reports that she has been under the care of Dr. Holcomb for treatment of diabetes, and that he informs her she should have a thyroid operation, which he believes will correct the other condition. She stated that Dr. Holcomb's office assistant informed her that the doctor would not treat her as a National case, and that she would have to make her own arrangements here.

I talked to Mr. Bechtold about this case, and he is going to discuss it with Dr. Holcomb. Miss McNamee returned later, and told me that she understood Dr. Holcomb did not operate, and if this is correct, she stated she would prefer to go to Dr. Lee Belknap. I told her we would let her know after Mr. Bechtold talked to Dr. Holcomb. Her telephone number is 272, St. Paul.

W. J. Page

WJP/ms

Plaintiff's Exhibit 1523

7807 February 25, 1944

Memo—

Re: Dean Guyer
Libby, McNeil & Libby's

This man, who is a steady employee at Libby's and has been employed for a number of years, called and wanted to know if he might consult Dr. Paul Shininger, as the doctor's office is near his home.

I told him it would be satisfactory with us, and for him to present his ticket to the doctor. If the doctor did not want to accept his ticket, he could take up a bill and present it here.

W. J. Page

WJP/ms

Plaintiff's Exhibit 1524

7808 February 7, 1944

MEMO:

Re: S. M. Alane
Consolidated Timber Co.

This man called here February 7, and presented a statement from Dr. Holcomb in the amount of $100.00 He stated this was for treatment by the doctor for Diabetes. He returned a form that had been given him for the doctor's report with the statement that Dr. Holcomb refused to fill in the report or have anything to do with the Association.

I explained to Mr. Alane that we would require an itemized statement of the doctor's services, and that since he advised the diagnosis to be Diabetes, we could probably dispense with the report.

He told me that Dr. Simmons had sent him to Dr. Holcomb.

W. J. Page

WJP/ms

Plaintiff's Exhibit 1525

7809 November 22, 1944

Mr. Bechtold:

Re: Mr. John Miner

This is to call your attention to a telephone conversation I had with Dr. Lucas' office a few days ago. The girl in charge informed me that Dr. Lucas had recently told her that they were to accept any further cases referred by the Association. The man in this case is John Miner. He had called at their office on his own authority and told the girl that he was a National case. He was advised that they could not accept him as a National case, and returned to here with that information. As I had previously sent cases there and had very fine cooperation with Dr. Chuinard, I called the girl in charge, thinking there might be some mistake. She, however, was very definite that Dr. Lucas could not accept our cases.

W. J. Page

WJP/mbk

Plaintiff's Exhibit 1526

7810

December 9, 1944

MEMO:

Re: Julia McGath
Portland Canning Co.

This lady called Margaret Thrasher at noon of December 8. She stated that she had a bill for her care by Dr. C. P. Wilson and the Doctor insisted that she pay him and collect from the Association. She had been under the care of Dr. Rucker, who referred her to Dr. Wilson.

I told Mrs. McGath that she should get an itemized statement from the Doctor and present it here for consideration.

W. J. Page

WJP/mbk

Plaintiff's Exhibit 1527

7811

January 26, 1944

MEMO

Re: James Trent, Rt. 1 Box 48, St. Helens, Oregon
B. F. Johnson Logging Co.

Ben Johnson telephoned me January 25th reporting that this man had made a complaint to him that he had tried to get medical care at St. Helens and he had been refused on a National ticket. I explained to Mr. Johnson that the man should take up an itemized bill and the Association would reimburse him. Mr. Johnson wanted to refer Mr. Trent to our offices.

He came in later and told me that he had been employed by this company two months and previously by Clark & Wilson at Wilark for a considerable period. He stated that he was taken sick on January 22nd and called on Dr. McCown who refused to come because he was covered by the National. He then called Dr. Koziol who has been attending his wife and this doctor told him that he would treat him but he could not continue his care because of his affiliation with the National.

I explained to Trent that he could take up an itemized bill and we would refund to him. This man was quite insistent

that the doctors had refused because of his membership here. However, other statements he made I found were somewhat inaccurate and I am therefore not sure about the above statements.

W. J. Page

WJP/sm

Plaintiff's Exhibit 1528

7812 July 27, 1944

MEMO:

Attention: Mrs. Magoon

M. E. Cronin
Spaulding Pulp & Paper Co.

Mrs. Cronin called here July 26. She reported that her husband entered the Providence Hospital on July 13 under the care of Dr. Gambee for operative care of a double hernia plus appendicitis plus hemorrhoids. She stated that he had suffered from the hernia for some considerable time but she did not state when or how the injury occured.

I asked her why her husband failed to report here and she stated that he wanted to go to Dr. Gambee and the doctor had informed him that he had no connection with this Association.

The man expects the Association to assume the expense of his hospital and doctor care. I told Mrs. Cronin an investigation would be made.

W. J. Page

WJP:gwf

Plaintiff's Exhibit 1529

7813 August 10, 1944

MEMO:

Henry Miller
Joelson Lumber Co.

This man called here August 8. He stated that he had come to Portland to have his daughter cared for by Dr. Rockey. In talking to Dr. Rockey he asked the doctor about some

skin trouble he was having and the doctor referred him to Dr. Davis. He questioned Dr. Davis about the Association and the doctor told him that he could not take National cases. The doctor charged him $5 for the first treatment and told him that subsequent calls would be at the rate of $3 per call.

He wanted to know if the Association would pay for his care. I told him that when he had completed his treatment he should furnish an itemized statement and a hospital certificate from his employer. He claims to have been employed by this company four years.

W. J. Page

WJP:gwf

Plaintiff's Exhibit 1531

7814 September 26, 1944

Memo:

Re: Svend Olsen
Troland Log. Co.

This man called September 26. He presented a hospital certificate from the Company and states that he has been employed there for about five years. He had an infection in his eyes and wanted to go to Dr. A. B. Dykeman.

I told him I could not give him an order to Dr. Dykeman but that he might go and if he so desired and take up an itemized statement, showing diagnosis, dates, nature of services and charges. I told him the Association would pay for his care on the regular industrial rates.

W. J. Page

WJP/mjb

Plaintiff's Exhibit 1532

7815 October 3, 1944

Memo:

Re: Charles Braack
Medford Corporation

Ralph Furrer telephoned on October 3 reporting that this man was desirous of going to Dr. Sterling Bunnell in San

Francisco. Ralph states the man suffered a laceration of the hand and wrist in an out of employment injury sometime ago and that the hand needs repair work.

I telegraphed Dr. Bunnell for an appointment for the man and will notify Ralph as soon as a reply is received.

W. J. Page

WJP/mjb

Plaintiff's Exhibit 1533

7816 January 9, 1945

Memo:

Re: Mrs. Lucille Casey
Skookum Company

This lady called here January 8 and was first interviewed by Miss Berget who referred her to me. Mrs. Casey was in tears and claim that she had been unable to get any satisfactory relief for a back condition. She had gone to several doctors in St. Johns and then consulted Dr. J. Beatty who told her that he could not accept National cases.

I told her that if she wanted to go to Dr. Beatty she could take up an itemized statement and a report, and the Association would reimburse her at regular industrial fees. She still was not satisfied and apparently enjoyed an arguement. I then suggested that she might see Dr. Leonard here and she became somewhat interested and I arranged to have her see Dr. Leonard with the understanding that she is to return to me if not satisfied and she will then go to Dr. Beatty.

W. J. Page

WJP/mbk

Plaintiff's Exhibit 1534

7817 February 8, 1946

Memo:

Mr. Bechtold:

Mr. Spies of the Puget Timber Company, called me February 7 regarding an appointment for one of their employees, Clay Ramsey. During our conversation, Mr. Spies mentioned the fact that they were having a lot of difficulty

in obtaining care for their employees and that the men were becoming very much upset about the situation.

It seems, according to Mr. Spies, that the men in applying for services at the doctors offices are treated with such little courtesy when they mention that they are National members that the members are becoming somewhat discouraged and want to change to some other service. Mr. Spies stated that Mr. Monnie had called at their office but it was closed at the time of his call. Mr. Monnie had left his card. Mr. Spies wanted to talk to someone about this as early as possible.

W. J. Page

WJP:as

Plaintiff's Exhibit 1535

7818 April 5, 1946

Memo:

Re: W. D. Wright
Spalding Pulp & Paper

Mr. Wright called here April 5 presenting a treatment certificate from the company and requested permission to go to Dr. Charles Petheram for care of a sinus condition. I telephoned Dr. Petheram's office and asked to speak to the doctor but the girl informed me that he was busy. Having talked to the lady in charge a number of times in the past, I told her that she might give me the information I desired.

I explained that Mr. Wright was in my office and that he had particularly requested permission to go to Dr. Petheram due to the fact that his family had been attended by the doctor. I told her that it would be satisfactory with the Association, but we wanted to know if the doctor would take care of Mr. Wright. The girl was very courteous but advised me somewhat in detail that the doctor was a member of the O.P.S. and that when he signed up with the O.P.S. he had to agree that he would accept no patients from any other hospital Association. The girl informed me that under the circumstances she just couldn't accept Mr. Wright through the Association.

Mr. Wright had previously made an appointment but he informed me that since the doctor could not accept him as

a National member, he preferred to go to some other doctor. I made arrangements for him to be cared for by Dr. Gaston.

W. J. Page

WJP:as

Plaintiff's Exhibit 1536

7819 August 26, 1946

Memo:

Re: Lee D. Stevens
Pope Talbot Co.

This man called here August 24. He present a hospital ticket for August and states he has been employed by this company at Monroe since January 1, 1946. He wanted to know what we would do about paying for his care by Dr. Carter of the Bodine-Cantrial Clinic. He stated he had consulted Dr. Carter and the doctor refused to accept his hospital ticket. I told him that the doctor had answered his question by refusing to take the ticket. He states that his trouble is a gall bladder condition from which he has suffered for many years. He was first treated for his condition while employed by Willamette Iron & Steel Co., at which time he was under coverage of the O.P.S.

I told the man that since the condition existed at the time he came under the Association's coverage he would not be eligible under the contract for treatment of it. However, I told him that we would make an examination for him here, including an x-ray if he wanted an appointment for it. He then stated he would like to have the x-ray examination here as it had already been ordered by Dr. Carter. I told him we would make the examination and advised the desk to give him an order so that he could consult the x-ray department and get the dye to have the examination on Friday, August 30. The x-ray department informed me that he would have to take the dye on Thursday, August 29. This was agreeable to Mr. Stevens but later the desk informed me that the man had not appeared there for the order.

W. J. Page

WJP/mbk

Plaintiff's Exhibit 1537

7820 October 15, 1946

Memo:

Re: Vivian Metler
Libby, McNeil & Libby

This lady has been steadily employed by Libbys since 1941. She states she is suffering from varicose veins and wanted to go to Dr. Gambee. I telephoned Dr. Gambee and explained the situation to him advising that we would be glad to refer the patient and pay in accordance with the O.P.S. fee schedule without discount.

Dr. Gambee was very cordial but stated he was unable to accept any payments from the Association but if we wanted to have Mrs. Metler report to him he would present her with the bill and she might in turn present it to us. I explained this to Mrs. Metler and told her that she could go to Dr. Gambee and that the payment made by the Association would be in accordance with the fee schedule only.

W. J. Page

WJP/mbk

Plaintiff's Exhibit 1538

7821 October 24, 1946

Memo:

Re: Elmer Helenius
Hudson-Duncan
Forest Grove

This man came in October 24 presenting a ticket showing that he has been under coverage since June of 1946. He stated he was suffering from boils and consulted Dr. Leon Ray. He then presented Dr. Ray with his ticket and the doctor told him he could not accept it. I told this man to obtain an itemized statement on the form I gave him and present it here with the ticket for reimbursement in accordance with the contract.

W. J. Page

WJP:asd

Plaintiff's Exhibit 1539

7822 December 20, 1946

Memo:

Re: Dr. Elmer Carlson
Orthopedist

In discussing the matter of doctor bills over the telephone with a Limited Individual Member, Mrs. G. Davidson, she told me of an instance in which a friend of hers, who is a member of the Association, had been treated by Dr. E. Carlson for a fracture. At the time she asked for her bill, Dr. Carlson already had it prepared but he then asked her if she was covered by any insurance. She informed him that she was covered by the N.H.A. and in her presence, the doctor "upped" the bill.

Mrs. Davidson's friend was very much disappointed in Dr. Carlson's action and Mrs. Davidson was also quite disappointed about it. She told me that in applying for any treatment under her contract in the future, she planned to tell any doctor who asked her about insurance that she did not have any until after she got the bill.

W. J. Page

WJP:asd

Plaintiff's Exhibit 1540

7823 August 27, 1947

Memo:

Re: Ollie Meyer
Libby, McNeill & Libby

This lady came in on Saturday, August 16, after having been seen by Dr. Norden who recommended treatment by a specialist. I was unable to get an appointment and finally called Drs. Davis & Fixott and they agreed to see her that day.

On August 26 Mrs. Meyer came in and presented the bill which was not itemized. I called the doctor's office and the girl in charge told me that they were unable to accept any money from this Association. I explained to her that we required an itemized statement and asked her if they did not take cases from the O.P.S. She advised that they handled O.P.S. cases and I told her their requirements were the same so far as itemized statements were concerned. I

also told her that we had previously paid Dr. Fixott directly for services rendered some of our members and she informed me that Dr. Davis handled this case and she was under orders not to accept any money from this Association. She furnished the itemized statement to the member who was reimbursed.

W. J. Page

WJP:mbk

Plaintiff's Exhibit 1541

7824 January 3, 1947

Memo:

Re: Jack Jones
Forrest Wallace

This man called here January 3. He presented a statement for ambulance service from Hood River to Portland and also wanted to know what the Association was going to do about his other bills. He told me that Dr. Fitzgibbon's associate, Dr. Long, who had attended him, had informed him that he could not make out any report or itemized statement for this Association.

I advised Mr. Jones that we were not asking Dr. Long to make any report for us but to enable us to give consideration to his claim it would be necessary that we have a completely itemized statement as well as a history of his condition. I gave him forms for obtaining the reports from both Dr. Long and Dr. St. Pierre. I also called his attention to the fact that his coverage had been but a brief period and that the contract did not include treatment for chronic conditions during the first six months nor pre-existing conditions. Mr. Jones told me that he had been under the coverage previously but admitted that he had had no coverage in the Association since February. He stated that the report of Dr. Lathrop's about him having suffered previous attacks was not true as he had never had any trouble from this condition until a very short time before he was taken ill. The operation he stated was for draining an abscess and that he is now under the care of Dr. Long for the peptic ulcer.

W. J. Page

WJP:asd

Plaintiff's Exhibit 1542

7825 November 6, 1947

Memo:

Re: Clarence Weberg
Portland Woolen Mills

This man came in November 5. He advised me that he had consulted Dr. Fitzgibbon who examined him and then referred him to Dr. Gambee who operated him. He was in the Providence Hospital. He stated that he had all the bills and wanted to present them for reimbursement.

I referred Mr. Weberg to our previous interview here and to the information he had furnished me at the time that this condition had been troubling him for the past ten years. I told him that notwithstanding this, while I could not agree to accept any part of his claim I would present the matter to our board, but to enable me to do so, it would be necessary that we have a complete report and history of his case from Dr. Fitzgibbon and also that we be given an order to permit us to review the records at the Providence Hospital. I gave him a form for his use in obtaining this order from Dr. Gambee.

Mr. Weberg returned in a very short time and informed me that Dr. Fitzgibbon had told him that he would give no information whatever to this Association as the Association was not an ethical institution. The doctor had also refused to sign the order permitting the recors at the hospital to be inspected. I explained to Mr. Weberg that I believed this order should be signed by Dr. Gambee as he was in charge at the hospital. Mr. Weberg informed me that he would take this matter up with the Union, and I told him I thought it would be a very good thing to do since the Portland Woolen Mills had a hospital committee.

W. J. Page

WJP:mbk

Plaintiff's Exhibit 1543

7826 November 6, 1947

Memo:

Re: Mr. McAdoo
Oregon Motor Stages

This man was in the Association's offices sometime ago and after listening to the history of his case, I arranged

an appointment for him to see Dr. Wendell Hutchins. This appointment was made through Dr. Hitchins' girl, who was very nice.

Today the girl called me and told me that Dr. Hutchins refused to accept Mr. McAdoo's case unless Mr. McAdoo paid him directly, as he was not permitted to take money from the Association. I reminded the secretary that we had just paid Dr. Hutchins for care of another patient. She admitted this was true but stated that she could not control the situation and that the doctor told her he could not accept pay on this case from the Association. I told her, that since the appointment had already been made and it was agreed that the Association would pay, to ask Dr. Hutchins if he could not take this particular case and in the future we could work out some other arrangement.

She said she would try but later called back and told me the doctor was adamant and that he would refuse the man treatment unless the man paid him directly. In view of the man's condition, I did not want to upset him and I told the secretary to go ahead and work out the arrangement and we would pay Mr. McAdoo, enabling him to pay the doctor. She promised that they would not charge him until the situation was completed and then he could pay only after he had received his money from the Association. She also promised to furnish us a report on his condition.

W. J. Page

WJP:mbk

Plaintiff's Exhibit 1544

7827 July 1, 1948

Mr. Al Gustafson:

Re: Bill Herrick
Elk Creek Logging Company

Mr. Bushnell of this company telephoned June 29 advising that he understood you planned to hold a meeting with employees in the near future about changing their contract over to OPS coverage. Mr. Bushnell seemed to be very much opposed to this change and stated that the employees' lack of knowledge about their coverage in the Association was probably the cause of their trouble.

He related that a man by the name of Bill Herrick consulted Dr. Strickland of Oregon City and presented him with a hospital ticket. Dr. Strickland told the man that he

could not accept the ticket as if the doctor sent a bill to the National all he would get would be 50c and the bill was $2.50. Mr. Bushnell stated that Mr. Herrick was quite upset about this and I told Mr. Bushnell that of course the doctor's statement was ridiculous, to which he agreed. I told him that this might apply to the bill if the doctor treated the man for the OPS as I had been informed that sometimes the OPS had paid as low as 20% of the scheduled fees. I told him if he would send this bill in we would make prompt reimbursement.

He asked me to call this case to your attention so that you would be prepared to talk on it when you met with the employees of this company.

W. J. Page

WJP:mbk

Plaintiff's Exhibit 1545

7828 Dr. Sears was president of the Medical Society when a number of members were expelled

(Signed) B

7829 May 11, 1948

Memo:

Re: Mayne Young, deceased
Robert Dollar Lumber Co.
Dr. Charles Sears

I telephoned Dr. Sears yesterday informing him that Mrs. Young, mother of the above deceased, had mailed us the bill that Drs. Sears, Montague & Riddle sent them on her son's account. I told Dr. Sears that under the contract this patient was entitled to $25.00 for the examination and $3.00 per day for medical care while under treatment in the hospital, making a total of $346.00.

I asked Dr. Sears if we should mail the check to him or to Mrs. Young, the mother. I also told Dr. Sears that if we sent payment to Mrs. Young, I questioned if she would remit to him for the reason that she wrote us quite critically about Dr. Sears. The doctor then launched into a rather long explanation of his connection with the case and blamed the misunderstanding to the mother, whom he said

interfered and refused to leave her son's room. I told Dr. Sears that I had heard all this but that I would like to get the account settled and that if it was agreeable, we would mail our check to him. He then entered into a rather long statement as to why he felt he should not accept our check, explaining that this plan would be satisfactory to him but because of his past relations with the Medical Society and his attitude on pre-paid medical care, it would probably lead to embarrassing criticism by the Medical Society. I then suggested that we had better send the check to the mother but the doctor protested this with the statement that, "How do I know the mother will pay me?" At this point he asked me to hold the matter in abeyance until he had a chance to "think it over." I closed the discussion by informing the doctor that we would wait until we heard from him.

C. C. Bechtold

CCB:pk

Plaintiff's Exhibit 1548

7834 March 17,1947

Re: Dr. Russell W. Parcher, Seaside, Oregon
Claim of Arvid Pearson, Gray Logging Co.

Memo:

I received a long distance call last Saturday from Mr. G. T. Haney, Business Agent, Local 5.4, International Woodworkers of America, of Seaside in which he reported that the check for $52.50 which the Association mailed to Dr. R. W. Parcher in payment for the services he rendered to Arvid Pearson in December and January would be returned to the Association by the doctor.

Mr. Haney asked that we hold this check on file for possible future use and stated that we should not send a check to Mr. Pearson in reimbursement of the account at this time. In explanation, Mr. Haney stated that Dr. Parcher had just left his offices after a rather heated argument relating to the account and in which the doctor stated that he would not accept any money from the National Hospital Association and expected to be paid by Pearson. He said that he would wait "the statutory 90 days" and if Pearson had not paid him by that time he would enter suit and garnishee Pearson's wages.